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INTERNAL AFFAIRS BUREAU
INVESTIGATION SUMMARY
IAB CASE #IV 2234837

COMPLAINANT: Diana Valle

SUBJECT: **RANDALL ALBANIA**, Deputy Sheriff #[redacted]
Van Nuys Court/Court Services West

LOCATION: Van Nuys Court

DATE/TIME OF INCIDENT: July 28, 2008, (Monday) at approximately 1100 hours.

DATE OF DEPARTMENT NOTIFICATION: July 29, 2008

ALLEGATIONS

1. 3-01/030.10 – Obedience to Laws, Regulations and Orders.

2. 3-01/030.05 – General Behavior.

3. 3-01/030.07 – Immoral Conduct

Subject Albania allegedly sexually assaulted inmate [redacted] while she was in custody at Van Nuys Court for a court appearance.

SYNOPSIS

Subject Randall Albania had the care and custody of inmates while assigned to court room lock-up. Deputy Albania moved inmate [redacted] from an interview room into a holding cell where he began to search her. During the search Subject Albania lifted the inmate's clothing and made skin to skin contact with her breast and nipple. Subject Albania kissed inmate [redacted] and licked her breast and nipple area. Subject Albania also penetrated inmate [redacted] vaginally, with his gloved fingers.

Evidence containing Subject Albania's DNA was found on inmate [redacted] 

INTERNAL AFFAIRS BUREAU INVESTIGATION

Internal Criminal Affairs Bureau (ICIB) conducted a criminal investigation regarding this incident. ICIB audio recorded interviews of involved parties and witnesses. A review of these recorded statements confirmed that the ICIB investigator's summaries are accurate.

*For a summary of the statements given refer to ICIB's investigation book **(Exhibit A).** For the complete and detailed statements refer to the verbatim transcripts and/or digital audio files included with this investigation.*

During ICIB's investigation, DNA samples were collected from Subject Albania and Complainant [redacted] An analysis of these samples was conducted and it was determined that Subject Albania's DNA was present on the complainant.

ICIB investigators photographed the lock-up area where the alleged incident took place. In the photographs **(Exhibit A, page 49)** IAB investigators noticed what appeared to be a video camera mounted on the wall. An inquiry into the video camera, and any subsequent recordings, revealed that there is no recording equipment in place at this particular courthouse. The cameras are solely a monitoring system and are monitored when there is a situation such as a back-up request or fight.

Complainant [redacted] was interviewed by Internal Criminal Investigations Bureau (ICIB) investigators regarding this incident. She also completed a written statement via an "Inmate Complaint" form. Complainant [redacted] alleged that Subject Albania restrained her in a court room holding cell and sexually assaulted her by kissing her on the mouth and breast and penetrating her vagina with his fingers.

For a summary of Complainant [redacted] first interview with ICIB refer to **Exhibit A, page 3.** For a summary of Complainant [redacted] second interview with ICIB refer to **Exhibit A, page 15.**

Subject **Randall Albania** was interviewed by Internal Criminal Investigations Bureau (ICIB) investigators regarding this incident. Subject Albania denied any inappropriate contact with the complainant.

For a summary of Subject Albania's statement refer to **Exhibit A, page 8 (Interview #1), Exhibit A, page 12 (Interview #2)** and **Exhibit A, page 17 (Interview #3/DNA SWAB).**

Witness [redacted] was interviewed by ICIB investigators. The interview was audio recorded and the verbatim transcripts are included in this investigation.

Witness [redacted] was Complainant [redacted] cell mate at Century Regional Detention Facility (CRDF). Witness [redacted] was not present and did not witness the alleged incident. Her statement in this matter refers to what she was told by Complainant [redacted] when [redacted] returned from court on the day of the incident.

For a summary of Witness [redacted] interview with ICIB refer to **Exhibit A, page 13.**

Witness **John Maio,** was interviewed by ICIB investigators. He was not present and did not witness the alleged incident. Witness Maio's statement refers to a conversation he had with an inmate in the Van Nuys Court Main Lock-up area several weeks after the incident. The inmate alleged that a deputy at Van Nuys court had been "set-up" by an inmate.

This interview was audio recorded and the recording is included in this investigation. For a summary of Witness Maio's statement refer to **Exhibit A, page 18.**

Witness [redacted] was interviewed by ICIB investigators. The interview was audio recorded and the verbatim transcripts are included in this investigation.

Witness [redacted] was an inmate that appeared at Van Nuys court on the date of the alleged incident. Witness [redacted] was not present and did not witness the alleged incident. She was contacted by Complainant [redacted] in the Main Lock-up, female holding cell, after the incident. Her statement refers only to what she was told by Complainant [redacted]

For a summary of Witness [redacted] interview with ICIB refer to **Exhibit A, page 16.**

Witness **Robert Wagner**, was interviewed by ICIB investigators. The interview was audio recorded and the verbatim transcripts are included in this investigation.

Witness Wagner was not present and did not witness the alleged incident. Witness Wagner's first statement refers to his actions and observations in the Main Lock-up area immediately after the alleged incident took place.

Witness Wagner's second statement refers to a conversation he had with an inmate in the Van Nuys Court Main Lock-up area several weeks after the incident. The inmate alleged that a deputy at Van Nuys court had been "set-up" by an inmate.

For a summary of Witness Wagner's first interview with ICIB refer to **Exhibit A, page 11.**

For a summary of Witness Wagner's second interview with ICIB refer to **Exhibit A, page 18.**

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



Leroy D. Baca, Sheriff

[redacted]

January 26, 2011

Deputy Randall Albania, #[redacted]
[redacted]

Dear Deputy Albania :

You are hereby notified that it is the intention of the Sheriff's Department to discharge you from your position of Deputy Sheriff, Item No. 2708A, with this Department, effective the close of business February 16, 2011.

An investigation under File Number IAB 2234837 conducted by Internal Affairs Bureau, coupled with your own statements, has established the following:

1. That in violation of Manual of Policy and Procedures Sections 3-01/030.05, General Behavior; and/or 3-01/000.10, Professional Conduct; and/or 3-01/030.07, Immoral Conduct; and/or 3-01/030.15, Conduct Toward Others; and/or 3-01/030.85, Derogatory Language, 3-01/050.10, Performance to Standards, on or about July 28, 2008, you failed to maintain a level of moral conduct in the workplace that is in keeping with the highest standards of the law enforcement profession and/or failed to perform your duties in a manner which would tend to establish and maintain the highest standards of efficiency in carrying out the functions and objectives of the Department, and/or failed to treat an inmate in a respectful and/or civil manner, as evidenced by, but not limited to:

    a) independently moving a female inmate [redacted] from an interview room into a holding cell and then inappropriately searching her without another employee present, and/or;

    b) kissing Inmate [redacted] on her mouth, and/or;

c) putting your hand under Inmate [redacted] clothing and then lifting the elastic material of her sports bra and touching and/or pinching Inmate [redacted] nipples, and/or;

d) lifting Inmate [redacted] bra and exposing her breasts and then licking and/or sucking Inmate [redacted] breast, and/or;

e) pushing Inmate [redacted] up against a wall and then putting your hand inside her underwear and pressing your finger(s) into her vagina while ignoring her verbal protests for you to stop, and/or;

f) rubbing your pelvic region against Inmate [redacted] hip area where she could feel you had an erection and/or saying to Inmate [redacted] words to the effect of, "You got me hard, I gotta fix myself," and/or;

g) sliding open the door of the holding room and stepping out and then saying to Inmate [redacted] words to the effect of, "I'm gonna come back and I'm gonna fuck you," and/or;

h) returning to Inmate [redacted] approximately 30-40 minutes later and then escorting her to the elevator and once inside, grabbing Inmate [redacted] by her shirt and pulling her close to you and then kissing her again and saying, words to the effect of, "This is for your ride home."

Your egregious actions are completely contrary to this Department's Core Values, Mission and Creed and as a deputy sheriff, they simply cannot be tolerated. Thus, you have brought discredit upon yourself and the Los Angeles County Sheriff's Department.

You may respond to the intended action orally or in writing. In the event that you choose to respond orally to these charges, you have already been scheduled to meet with Chief Richard Barrantes on February 15, 2011, at 1030 hours, in his office, which is located at 1000 South Fremont Avenue, A9E, 5th Floor South, Alhambra. If you are unable to appear at the scheduled time and wish to schedule some other time prior to February 15, 2011, for your oral response, please call Chief Barrantes' secretary at [redacted] for an appointment.

If you choose to respond in writing, please call Chief Barrantes' secretary to cancel your scheduled appointment, and send your response to the facts contained in this letter to Chief Barrantes' office by no later than February 15, 2011.

Failure to respond to this Letter of Intent within fifteen (15) business days will be considered a waiver of your right to respond and will result in the imposition of the discipline indicated herein.

If you did not receive the investigative material on which your discipline is based at the time you were served with this correspondence, you may contact the Internal Affairs Bureau at (323) 890-5300, to obtain a copy of the case file.

The Sheriff's Department reserves the right to amend and/or add to this letter.

Sincerely,

LEROY D. BACA, SHERIFF

Joseph M. Gooden, Captain
Internal Affairs Bureau

Note: Attached for your convenience are excerpts of the applicable areas of the Manual of Policy and Procedures.

JMG:lh

c: Advocacy Unit
Employee Relations Unit
Chief Richard Barrantes, Court Services Division
Internal Affairs Bureau
Office of Independent Review (OIR)
(File #2234837)_



LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE
BUREAU OF FRAUD & CORRUPTION PROSECUTIONS

STEVE COOLEY • District Attorney
JOHN K. SPILLANE • Chief Deputy District Attorney
CURTIS A. HAZELL • Assistant District Attorney

JANICE L. MAURIZI • Director

January 14, 2010

RANDALL FERREL ALBANIA
[redacted]

Dear Sir:

RE: Case # BA366874

A complaint has been filed by this office against you alleging a violation of Section(s): PC289.6(A)(2).

You are hereby notified to appear at the CLARA SHORTRIDGE FOLTZ CRIMINAL JUSTICE CENTER 210 W. TEMPLE ST., LOS ANGELES, CA 90012 on February 24, 2010 at 8:30a.m., Div. 30, 5th floor.
Please bring this letter with you.

If you fail to appear as set forth above, a warrant for your arrest will be issued.

Sincerely,
STEVE COOLEY
District Attorney

By Deborah A Escobar
DEBORAH A. ESCOBAR
Deputy District Attorney

210 W TEMPLE STREET 18-206
LOS ANGELES CA 90012
(213) 974-3888
Fax: (213) 620-1208

LAW OFFICES OF HAUSMAN & SOSA, LLP
Jeffrey M. Hausman, Esq., Bar No. 057251
Vincent C. McGowan, Esq., Bar No. 147005
18757 Burbank Boulevard, Suite 305
Tarzana, California 91356-6329
Telephone: (818) 654-9000
Facsimile: (818) 654-9050

Attorney for: COUNTY OF LOS ANGELES, SHERIFF'S DEPARTMENT

COPY

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CIVIL SERVICE COMMISSION

COUNTY OF LOS ANGELES

In the Matter of the Discharge of RANDALL ALBANIA

Appellant,

v.

COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT,

Respondent.

CSC Nos. 10-379 and 11-052

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement/Release ("Agreement" and/or "Settlement Agreement" and/or "Release") is entered into by and between Respondent COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT, THE COUNTY OF LOS ANGELES, the COUNTY OF LOS ANGELES' employees, agents, representatives, its attorneys, claims adjustors, investigators, insurers, elected officials, heirs, executors, administrators, successors, and/or assigns (hereinafter individually and/or collectively sometimes referred to as "Respondent" or "the Department" or "County" or "the County of Los Angeles") and RANDALL ALBANIA, his attorneys, employees, agents, representatives, heirs, executors, administrators, successors, and assigns (hereinafter individually and/or collectively

sometimes referred to as "Appellant" or "Albania").

RECITALS

A. Appellant was employed with the COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT in the position of Deputy Sheriff.

B. Appellant and the Sheriff's Department are parties to the above captioned appeals which are currently pending before the Civil Service Commission of the County of Los Angeles ("the Commission") and assigned CSC Nos. 10-379 and 11-052 (sometimes collectively referred to as "civil service appeal").

C. On January 14, 2010 a felony complaint was filed against Appellant. Thereafter, on January 19, 2010 Appellant was advised of an intent to suspend him while the criminal charges were pending. Appellant received a letter dated February 10, 2010 advising that he was being suspended for up to thirty days beyond judgment in the case entitled People v. Albania, Case No. BA366874 in accordance with County of Los Angeles Civil Service Rules, Rule 18.01.A. (sometimes "the suspension" or "the Rule 18.01 suspension"). Appellant filed an appeal of this suspension pending criminal charges with the Commission and this was assigned Case No. 10-379 by the Commission.

D. On January 26, 2011 an intent to discharge letter was sent to Appellant. On February 16, 2011 the Sheriff's Department notified Appellant that he was being discharged. Thereafter, Appellant appealed the discharge to the Commission and the Commission assigned this matter Case No.11-052.

E. The parties wish to resolve this dispute by this Agreement in accordance with the terms set forth hereinafter.

F. It is the intent of this Agreement to resolve all claims and allegations, whether based on tort, statute, contract, discrimination, retaliation, and/or otherwise, that Appellant has and/or that he could have been asserted, as of the date of the signing of this Agreement.

G. Appellant and his representatives expressly represent and attest that no other appeals, actions, claims or lawsuits have been filed other than civil service numbers 10-379 and 11-052 Appellant and his representatives also represent that there are no other lawsuits, actions, appeals,

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complaints or claims, whether before the Commission, in any Superior Court, Federal Court and/or any other forum, concerning any claims and allegations that Appellant has or could have been asserted as of the date of the signing of this Agreement.

H. COUNTY and Appellant desire to avoid litigation and to settle all of these disputes and issues, with no admission of guilt or wrongdoing by either party, upon the terms and conditions set forth herein.

I. It is the intent of this Agreement to resolve all claims and allegations that Appellant has or that could have been asserted, whether known or unknown, suspected or unsuspected, as of the date of the signing of this Agreement. It is also the intent of this Agreement to resolve all claims and allegations, arising out of CSC Nos. 10-379 and 11-052 whether based on tort, statute, contract, discrimination, retaliation, or otherwise, that Appellant has and/or that could have been asserted, as of the date of the signing of this Agreement.

J. Appellant has, at all times, been advised by competent representatives of his own choice of the effect of this Agreement and represents by his signature on this Agreement that he freely and willingly accepts all of the terms, conditions, undertakings, and promises contained in this Agreement. Appellant has relied upon his own legal representatives as to the effect of this Agreement.

K. Appellant understands that all of his claims, whether or not they have merit, encompassed by this Agreement will forever be released. Thus, the parties wish to resolve all disputes by this Agreement and forever release each other in accordance with the terms set forth hereinafter.

NOW, THEREFORE, in consideration of the covenants and promises herein contained it is agreed as follows:

1. By virtue of execution of this Agreement, the Department rescinds the letter of intent to discharge dated January 26, 2011 and the letter of discharge dated February 16, 2011, and instead, the Department will accept Appellant's resignation for personal reasons from County service. The Department also rescinds the letters relating to Appellant's suspension pending criminal proceedings.

2. Appellant, by virtue of execution of this Agreement, tenders his resignation for personal reasons from his position with COUNTY effective the end of the work day on February 16, 2011 and COUNTY, with the execution of this Agreement, hereby accepts the resignation of Appellant for

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personal reasons effective the end of the work day on February 16, 2011. Further, Appellant will submit a letter reflecting his resignation for personal reasons effective on February 16, 2011. Alternatively, Appellant may utilize the resignation form attached hereto as Exhibit "A."

3. Appellant will receive no back pay, no benefits, no financial or other consideration as a result of entering into and/or executing this Agreement.

4. If a third party outside of the County of Los Angeles (such as a prospective employer of Appellant) were to contact the Department about Appellant, the person or entity would simply be advised about the dates of Appellant's employment and in what capacity. The Department will also state that Appellant resigned for personal reasons.

5. Appellant shall dismiss with prejudice all complaints and claims filed against the County of Los Angeles or the Department connected with or arising out of his employment including, but not limited to, his appeals to the County of Los Angeles Civil Service Commission. If there are any other complaints or claims filed by Appellant relating to or in any way connected with his employment with the Department, with the exception of any Workers' Compensation claims, Appellant expressly and unequivocably recognizes and agrees that they are within the scope of this Agreement and shall be dismissed within two (2) days of the execution of this Agreement.

6. Upon execution of this Settlement Agreement, Appellant will immediately, and in any event within two (2) days of the execution of this Agreement, withdraw, in writing, his request for a hearing before the Civil Service Commission concerning this matter. Further, by executing this Settlement Agreement, Appellant's appeals in CSC Nos. 10-379 and 11-052 shall be deemed withdrawn and dismissed finally and irrevocably. If Appellant does not submit this letter within two (2) days after execution of this Settlement Agreement, this Settlement Agreement itself will serve to constitute the withdrawal by Appellant of his appeals in CSC Nos. 10-379 and 11-052.

7. Appellant agrees and undertakes that he will not apply for, seek or accept employment, in any capacity and at any time, with the COUNTY OF LOS ANGELES, the SHERIFF'S DEPARTMENT and/or any of the Departments or entities within the COUNTY OF LOS ANGELES.

8. Appellant's retirement benefits, if any, are not addressed by this Settlement Agreement and Release, and Appellant agrees and recognizes that any issues regarding retirement benefits, if any,

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shall be resolved with and determined by the Los Angeles County Employees Retirement Association.

9. Each side, namely, Appellant and the COUNTY, shall bear its own costs of every sort and kind as well as each side's own attorney's fees, in *all* proceedings and with respect to *all* matters, events and facts addressed by and/or related in any way to this Agreement.

10. Appellant agrees not to pursue any issues raised by and/or that could have been raised by his civil service appeal in any other forum whatsoever. Appellant is not to pursue any further claims, actions, proceedings, complaints, protests of any sort or nature, including but not limited to, any complaint, grievance, letter complaint, or oral complaint against Respondent in connection with any allegations which relate in any way to this matter including, but not limited to, his discipline, the suspension while criminal charges were pending, the discharge, his employment relationship with the COUNTY OF LOS ANGELES, and/or the investigation conducted and action taken prior to and/or subsequent to his suspension, the discipline and discharge.

11. In consideration of the terms and conditions set forth herein, Appellant agrees to fully release, acquit and forever discharge the COUNTY OF LOS ANGELES, the LOS ANGELES COUNTY SHERIFF'S DEPARTMENT, and all of their present and former officers, employees and agents of the County, and their heirs, successors, assigns, and legal representatives from any and all liability whatsoever for any and all claims arising out of or connected with the employment relationship between the COUNTY OF LOS ANGELES and Appellant concerning the subject matter of the proceedings and events between the parties referred to herein.

12. Appellant agrees not to file in any State or Federal Court or before any state or federal agency, or before any tribunal, be it administrative or judicial or legislative or executive, any charges or complaints relating in any way to the above-described disputes or to any other matter arising prior to the execution of this Agreement, in connection with any allegations which relate in any way to his discipline, the suspension while criminal charges were pending, the discharge, any administrative investigations involving Appellant, his employment relationship with the Department, any claim he could have brought up to and including the date of this Agreement in connection with his discipline, any claim he could have brought up to and including the date of this Agreement in connection with claims in tort and/or contract, claims of discrimination, retaliation, or any other matter which would be

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the subject of federal or state laws involving employment discrimination, including, but not limited to, any claim which was the subject of any petition, pleading, document and/or other writing filed by Appellant up through the date of this Agreement with the Civil Service Commission.

13. Appellant agrees to withdraw from consideration any charges or complaints, including, but not limited to, the California DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING ("DFEH") or Federal EQUAL EMPLOYMENT OPPORTUNITY COMMISSION ("EEOC") charge or charges currently before any State or Federal Court or agency, the Commission or any other governmental entity which relates to the COUNTY or COUNTY's past or present employees, agents and/or officials, in connection with any allegations which relate in any way to his employment, his employment relationship with the COUNTY, any claim he could have brought up to and including the date of this Agreement in connection with claims of discrimination, retaliation, or any other matter which would be the subject of the federal or state laws involving employment discrimination, including any claim which was the subject of any petition filed by Appellant up through the date of this Agreement with the Commission.

14. Appellant understands and agrees that all of his rights under §1542 of the Civil Code of the State of California are hereby expressly waived and relinquished. Said §1542 reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected the settlement with the debtor."

Appellant agrees that adequate consideration supports this waiver.

15. Notwithstanding the provisions of §1542, and for the purpose of implementing a full and complete release and discharge of the released parties, Appellant expressly acknowledges that this Agreement and Release are intended to include in its effect, without limitations, all claims which Appellant does not know or suspect to exist against COUNTY at the time of execution, hereof, and that this Agreement contemplates the extinguishment of any claim or claims, in connection with any claim he could have brought up to and including the date of this Agreement in the federal or state laws involving employment discrimination, including any claim which was the subject of any petition filed

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by Appellant up through the date of this Agreement with the Commission and/or any complaint filed with any Court.

16. Appellant specifically acknowledges that he has not been the subject of discrimination or retaliation in any form, including, but not limited to, discrimination based upon age, race, religious creed, color, gender, national origin, ancestry, physical disability, mental disability, medical condition, marital status, parental status, filing of Worker's Compensation claims, or sex, and that he has no claim against the Department for any such discrimination or retaliation, whether any such claim is presently known or not known by him.

17. Appellant acknowledges that he has read and understands the terms of this Settlement Agreement, that he has had the option of reviewing it with counsel of his own choosing and that he is relying solely upon the content of this Agreement and Release and is not relying on any other representation whatsoever of the released parties as an inducement to enter into this Agreement.

18. The terms and conditions of this Agreement, will be confidential except (1) where COUNTY regulations or policies require disclosure to COUNTY departments and/or COUNTY management and/or (2) where disclosure to any entity or person is required by law.

19. The parties further agree that this Settlement Agreement shall not be considered, cited or used in future disputes as establishing past precedent or past employment practice. This Agreement resolves the dispute between this Appellant and the Department, and is not to be applied to any other facts or disputes, with the exception of any future proceedings, including, but not limited to, civil service proceedings involving, relating to and/or concerning this Appellant and the Department.

20. This document sets forth the entire agreement between the parties and may not be altered, amended, or modified in any respect, except by writing duly executed by the parties affected. All other understandings, oral agreements and writings are expressly superseded hereby and are of no further force or effect.

21. Appellant agrees to cooperate fully and to execute any and all supplementary documents and to take all additional actions that may be necessary and appropriate to give full force and effect to the basic terms and intent of this Agreement and which are not inconsistent with its terms. Appellant and each of his past, present and/or future representatives, attorneys and/or employees, agents and

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officials agree that they will make no statements inconsistent with any of the provisions of this Agreement.

22. This Settlement Agreement and Release is to be construed and interpreted as if both parties participated in the drafting of this Settlement Agreement. Any ambiguities shall be resolved in favor of upholding the purpose of this Settlement Agreement.

23. Appellant acknowledges and recognizes that the compromise and settlement which form the basis of this Agreement have been arrived at after thorough bargaining and negotiation and represent a final, mutually agreeable compromise.

24. The date of the last signature placed on this Settlement Agreement shall hereinafter be known as the "date of execution" and/or "the effective date" of this Agreement.

25. Appellant represents and agrees that he has carefully read and fully understands all of the provisions of the Agreement, and that he is voluntarily, and without duress or undue influence, entering into this Agreement.

26. It is understood and agreed that Appellant is currently unaware of any claim, right, demand, debt, action, obligation, liability, or cause of action that Appellant may have against the Department and/or any of its managers, law enforcement personnel, agents, servants, or employees which has not been released by Appellant in this Release.

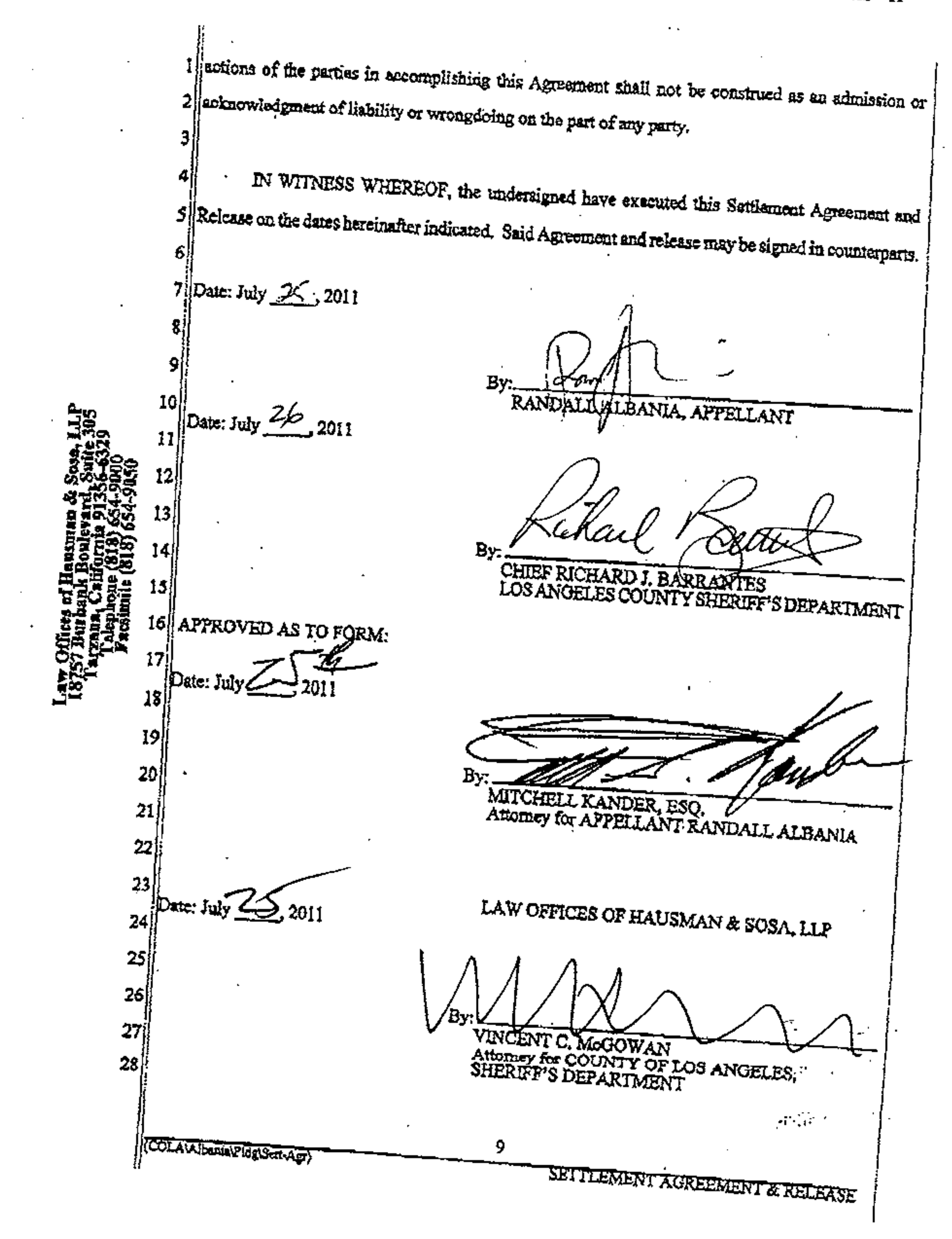
27. Appellant acknowledges that all liens or other claims of third parties have been disclosed and agrees to hold harmless, defend, and indemnify COUNTY, its attorneys and agents, for any and all liens or other claims of third parties which have been or may be asserted for services which have been or may be rendered on behalf of Appellant.

28. Appellant represents and warrants that no claim, demand, cause or causes of action that he has or might have arising out of, connected with, or incidental to CSC Nos. 10-379 and 11-052, nor any portion thereof, nor any claims and potential and/or possible claims that are the subject of or addressed by this Agreement, has/have been assigned or transferred to any other person, firm or corporation including, without limitation, any parent, subsidiary or affiliate of any party, in any manner, including by way of subrogation or operation of law or otherwise.

29. It is understood that this Agreement is a compromise of disputed claims and that the

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(COLA\Albania\Pldg\Sett-Agr) 9 SETTLEMENT AGREEMENT & RELEASE



actions of the parties in accomplishing this Agreement shall not be construed as an admission or acknowledgment of liability or wrongdoing on the part of any party.

IN WITNESS WHEREOF, the undersigned have executed this Settlement Agreement and Release on the dates hereinafter indicated. Said Agreement and release may be signed in counterparts.

Date: July 26, 2011

By: ________________
RANDALL ALBANIA, APPELLANT

Date: July 26, 2011

By: ________________
CHIEF RICHARD J. BARRANTES
LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

APPROVED AS TO FORM:

Date: July 25, 2011

By: ________________
MITCHELL KANDER, ESQ.
Attorney for APPELLANT RANDALL ALBANIA

Date: July 25, 2011

LAW OFFICES OF HAUSMAN & SOSA, LLP

By: ________________
VINCENT C. McGOWAN
Attorney for COUNTY OF LOS ANGELES, SHERIFF'S DEPARTMENT

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County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



LEROY D. BACA, SHERIFF

February 16, 2011

Deputy Randall Albania, [redacted]

Dear Deputy Albania:

On January 26, 2011, you were served with a Letter of Intention indicating your right to respond to the Sheriff's Department's pending disciplinary action against you, as reported under File Number IAB 2234837. You were also advised of your right to review the material on which the discipline was based.

You did not exercise your right to respond. The grievance period involved has now elapsed, with no change in discipline.

You are hereby notified that you are discharged from your position of Deputy Sheriff, Item No. 2708A, with this Department, effective as of the close of business on February 16, 2011.

An investigation under File Number IAB 2234837, conducted by Internal Affairs Bureau, has established the following:

1. That in violation of Manual of Policy and Procedures Sections 3-01/030.05, General Behavior; and/or 3-01/000.10, Professional Conduct; and/or 3-01/030.07, Immoral Conduct; and/or 3-01/030.15, Conduct Toward Others; and/or 3-01/030.85, Derogatory Language, 3-01/050.10, Performance to Standards, on or about July 28, 2008, you failed to maintain a level of moral conduct in the workplace that is in keeping with the highest standards of the law enforcement profession and/or failed to perform your duties in a manner which would tend to establish and maintain the highest standards of efficiency in carrying out the functions and objectives of the Department, and/or failed to treat an inmate in a respectful and/or civil manner, as evidenced by, but not limited to:

a) independently moving a female inmate [redacted] from an interview room into a holding cell and then inappropriately searching her without another employee present, and/or;

b) kissing Inmate [redacted] on her mouth, and/or;

c) putting your hand under Inmate [redacted] clothing and then lifting the elastic material of her sports bra and touching and/or pinching Inmate [redacted] nipples, and/or;

d) lifting Inmate [redacted] bra and exposing her breasts and then licking and/or sucking Inmate [redacted] breast, and/or;

e) pushing Inmate [redacted] up against a wall and then putting your hand inside her underwear and pressing your finger(s) into her vagina while ignoring her verbal protests for you to stop, and/or;

f) rubbing your pelvic region against Inmate [redacted] hip area where she could feel you had an erection and/or saying to Inmate [redacted] words to the effect of, "You got me hard, I gotta fix myself," and/or;

g) sliding open the door of the holding room and stepping out and then saying to Inmate [redacted] words to the effect of, "I'm gonna come back and I'm gonna fuck you," and/or;

h) returning to Inmate [redacted] approximately 30-40 minutes later and then escorting her to the elevator and once inside, grabbing Inmate [redacted] by her shirt and pulling her close to you and then kissing her again and saying, words to the effect of, "This is for your ride home."

Your egregious actions are completely contrary to this Department's Core Values, Mission and Creed and as a deputy sheriff, they simply cannot be tolerated. Thus, you have brought discredit upon yourself and the Los Angeles County Sheriff's Department.

In taking this disciplinary action, your record with this Department has been considered, and a thorough review of this incident has been made by Department executives, including your Unit and Division Commanders.

You may appeal the Department's action in this matter pursuant to Rules 4.02, 4.05 and 18.02 of the Civil Service Rules.

You may, if you so desire, within fifteen (15) business days from the date of service of this notice of discharge, request a hearing on these charges before the Los Angeles County Civil Service Commission, 222 North Grand Avenue, Los Angeles, California 90012.

The Sheriff's Department reserves the right to amend and/or add to this letter.

Sincerely,

LEROY D. BACA, SHERIFF

LARRY L. WALDIE
UNDERSHERIFF

Note: Attached for your convenience are excerpts of the applicable areas of the Manual of Policy and Procedures and Civil Service Rules.

LLW:RAA:JMG:md

c: Advocacy Unit
Richard J. Barrantes, Chief, Court Services Division
Steven M. Roller, Captain, Court Services West Bureau
Internal Affairs Bureau
Office of Independent Review (OIR)
Kevin E. Hebert, Captain, Personnel Administration